WHAT IS THE MAXIMUM LIABILITY OF THE MANUFACTURER?

If a manufacturing defect appears during the first five (5) years of the warranty period (three (3) years in the case of LO/SLOPE shingles), EMCO will, at its option:

(a) repair or replace, at its own expense, the defective shingles or
(b) pay to the owner of the property the repair or replacement cost of the defective shingles, according to EMCO’s reasonable estimate at the time of the claim.

If a manufacturing defect appears after the fifth (5th) year of the warranty period (after the third year in the case of LO/SLOPE shingles), EMCO will pay to the owner of the property the repair or replacement cost of the defective shingles, according to EMCO’s reasonable estimate at the time of the claim, reduced proportionally to the number of years elapsed since the completion date of installation of the BP shingles. This reduction or proration is set out in Table “B”.

Note: Whenever possible, EMCO will replace defective shingles with shingles of the same color. However, because color variations exist between shingles manufactured at different times and because EMCO may discontinue or modify colors, EMCO reserves the right to replace defective shingles with shingles of the nearest color.

EMCO will not be responsible for differences in color between replacement shingles and others not replaced, if those differences are caused by weathering.

WHAT STANDARDS MUST BE MET FOR THE WARRANTY TO BE VALID?

To benefit from the Five-Star Warranty, the following standards have to be met:

(a) the shingles must have been installed in accordance with BP’s published application instructions;
(b) the roof and each part of it must be designed and built in accordance with Local and applicable National Building Codes. All roof structures must be provided with through ventilation and the deck over which the shingles are installed must meet minimum building code requirements. Where local building codes have specific requirements which differ from National Building Codes, the more stringent requirement must be followed.

WHAT IS NOT COVERED?

The following are not covered by the Five-Star Warranty and, as such, EMCO will not, at any time, be liable for:

(a) any property damage, physical injury or economic loss resulting, directly or indirectly, from a manufacturing defect in the shingles;

(b) any damage to the shingles caused by gales, lightning, hurricanes, tornadoes, hailstorms, earthquake, Acts of God, fortuitous events or force majeure;
(c) any damage to the shingles caused by the settlement, distortion, failure, cracking or movement of the roof, deck, walls or foundation of the building, as well as defects or failure of flashing or metal work;
(d) any damage to the shingles caused by smoking
(e) any damage to the shingles caused by traffic on the roof or by impact of foreign objects;
(f) any damage to the shingles caused by work performed on or to the roof;
(g) any damage to the shingles caused by the failure to install the shingles using BP cements or equivalent cements that meet applicable CAN / CGSB or ASTM standards;
(h) appearance problems related to multiple layer installation (application over old shingles). Such problems being typical of this type of installation;
(i) any claim which has been settled by way of a cash payment pursuant to this warranty; and
(j) discoloration due to algae growth.

EXCLUSION OF CONSEQUENTIAL DAMAGES

EMCO hereby excludes coverage of all consequential damages of any kind resulting from the breach of this Warranty or from any failure to perform under the terms of this Warranty including, without limitation, any damage to the exterior or interior of the building upon which the shingles were installed or to the property contained therein, any injuries sustained by any person or any economic losses, commercial losses, loss of time, loss of use of the building or incidental charges such as telephone, travel or lodging expenses. Some states (provinces in Canada) do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

LIMITATION OF IMPLIED WARRANTIES

The duration of any implied warranties including, without limitation, implied warranties of merchantability or implied warranties of fitness are expressly limited to the duration of the warranty period applicable to the particular shingles installed. Some states (provinces in Canada) do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.
WARRANTY CLAIM FORM: (Do not send with questionnaire, complete and retain for your records.)

* Name of claimant: ____________________________

* Address: ____________________________________ City: ____________________________
Province / State: ____________________________ Country: CAN ☐ USA ☐ Postal Code / Zip code: _______ Phone No.: (______) _______ _______

* Address of the building on which shingles are installed (if different from the one listed above):
Street: ____________________________________ City: ____________________________
Province / State: ____________________________ Country: CAN ☐ USA ☐ Postal Code / Zip code: _______ Phone No.: (______) _______ _______

* The shingles were (please check one - V - the appropriate statement): Self-installed ☐ Installed by a professional contractor ☐

Name of roofing firm: ______________________________________________________________________
Roofing firm address: ____________________________________________ City: ____________________________ Province / State: ____________________________ Country: CAN ☐ USA ☐ Postal Code / Zip code: _______ Phone No.: (______) _______ _______

* Installation specifications:
Date of completion of installation: ____________________________ Type of shingle installed: ____________________________
Color: ____________________________ Number of bundles installed: _______
Production code on shingle wrappers: ____________________________ Total installed cost (including materials and labor): $

* I hereby certify that, to the best of my knowledge, the information listed herein is accurate: ____________________________ Date: ____________________________

Signature of building owner: ____________________________ Signature of roofing contractor: ____________________________